



North Dakota Department of Public Instruction  
Kirsten Baesler, State Superintendent  
600 E Boulevard Ave, Dept. 201  
Bismarck, ND 58505-0440

## APPLICATION FOR SELECTION

### State Superintendent's Student Cabinet for School Year 2016-2017

No. 201-1000-0901-158

September 1, 2016

The North Dakota Department of Public Instruction, Superintendent of Public Instruction, invites you to submit an Application for Selection to the **State Superintendent's Student Cabinet**.

#### 1. Program Summary

The Department of Public Instruction is looking for students in Grades K-12 or first year of college to serve as members of the State Superintendent's Student Cabinet for a term of approximately 18 months starting in October, 2016. The purpose of the State Superintendent's Student Cabinet is to provide a forum for North Dakota students' voices to be heard.

Students from different grade levels, backgrounds, cultures, size school and areas within North Dakota will be able to share their opinions and offer advice about educational opportunities and policy in North Dakota with State Superintendent of Public Instruction, Kirsten Baesler.

Cabinet meetings will be held throughout the coming school year. Most meetings will be held at the State Capitol in Bismarck, ND, with the first meeting anticipated to be held in October, 2016 (date to be determined).

Selected students will be expected to attend all scheduled meetings, prepare for each meeting as needed, work in a collaborative manner with each other and with Department of Public Instruction staff as needed; and express views and opinions openly, constructively and respectfully.

By becoming a member on the State Superintendent's Student Cabinet, students will benefit by:

- Having a direct role in improving education for all students in North Dakota;
- Gain important leadership, public speaking, decision making and team building skills;
- Develop a network of support and mentors through exposure to leaders across the state; and
- Have a great addition to their resume and college applications.

#### 2 Specifications

Students interested in serving on the State Superintendent's Student Cabinet will need to submit the Application provided as Attachment 1 along with any other criteria stated within this Application for Selection. Applications are **due by September 23, 2016 by 3:00 PM CDT** and should be submitted to [ctollefson@nd.gov](mailto:ctollefson@nd.gov) **by email, or Fax** to 701-328-2461, attention procurement officer. The Application is also available on the NDDPI website at: <https://www.nd.gov/dpi> and also on the student cabinet website at [www.nd.gov/dpi/about/StudentCabinet/](http://www.nd.gov/dpi/about/StudentCabinet/).

#### 3. Minimum Eligibility Criteria

To be eligible to apply, students must:

- Be currently enrolled in a North Dakota public or private school or first year college;
- Be willing to and able to travel to Bismarck or alternate location for meetings;
- Have an available adult to chaperone student to Bismarck or alternate location for meetings; and
- Must complete **all** sections of the Application.

#### 4. Submission Requirements

Students must provide:

- A cover letter;
- Completed Application Form;
- A letter of recommendation from an adult non-family member (i.e. teacher, guidance counselor, mentor) who can speak to your character;
- Parent or legal guardian signature on the application form, approving participation on the Cabinet;
- School principal/teacher or counselor signature on the application form, approving student participation.

***The parent/legal guardian and authorized school representative signatures MUST be on the application form where indicated or the application will be rejected.***

#### 5. Selection Process

The Applications will be evaluated according to the submission requirements and evaluation criteria in this Application for Selection. Consideration will also be given to attempt a broad representation of students across North Dakota including, geographic location representing, school, grade level, types of interests and experiences as outlined in the Application.

Students who have served on the State Superintendent's Student Cabinet before are eligible to reapply for a second term.

#### 6. Application Schedule

Application Posted	September 1, 2016
Applications Due	September 23, 2016 by 3:00 PM CDT
Notice of Selection Issued <i>approximately</i>	September 30, 2016
First Student Cabinet Meeting	October 2016 (date to be determined)

#### 7. Assistance to Applicants with a Disability

Applicants with a disability that need an accommodation should contact the procurement officer at [ctollefson@nd.gov](mailto:ctollefson@nd.gov) or 701-328-2272 prior to the deadline for applications so that reasonable accommodations can be made.

#### 8. Contact Information

The procurement officer is the point of contact for this application process. Applicants must direct all communications regarding this application to the procurement officer.

**Procurement Officer:** Candice Tollefson

**Phone:** 701-328-2272

**Fax:** 701-328-2461

**Email:** [ctollefson@nd.gov](mailto:ctollefson@nd.gov)

#### 9. Reimbursement

STATE will reimburse parent/legal guardian for travel round trip from home to meeting location and reimbursement for meals and lodging (if appropriate) for both student and one parent/legal guardian at North Dakota state rates. See attached sample Professional Service Agreement, Attachment 3.



# State Superintendent's Student Cabinet for School Year 2016-2017 No. 201-1000-0901-158

## Application Form

All applications should be submitted electronically to Candice Tollefson, DPI Procurement Officer at [ctollefson@nd.gov](mailto:ctollefson@nd.gov) or Fax to 701-328-2461 no later than September 23, 2016 by 3:00 PM CDT.

### Minimum Eligibility Criteria

- Must be currently enrolled in a North Dakota public or private school or first year of college.
- Must be willing to and be able to travel to Bismarck ND or alternate location for meetings.
- Must have an adult chaperone available to chaperone student to Bismarck or alternate location for meetings.
- Must fully complete all sections of the application.

## State Superintendent's Student Cabinet for School Year 2016-2017

*(Please Fill in All Boxes. Type or Print Legibly)*

Student Name:	Home Address:
Student Telephone Number  _____	Parent/Legal Guardian Telephone Number Mother: _____ Father: _____ Legal Guardian: _____
Gender:  <input type="checkbox"/> Female  <input type="checkbox"/> Male	Student Email Address  _____
Parent/Legal Guardian Email Address Mother _____ Father _____ Guardian _____	Name of School/School District Attending
Name of School District	School Address
Name of School Attending	
Principal's Printed Name	Principal's Email Address

All applicants will be notified in writing whether or not they are selected to be a member of the 2016-2017 State Superintendent's Student Cabinet.

Please provide a written response to the following questions (may use a separate sheet of paper if necessary):

<b>1. Why do you wish to serve as a member of the State Superintendent's Student Cabinet?</b>
<b>2. What characteristics do you see in yourself that would benefit the Cabinet?</b>
<b>3. What do you believe is the biggest issue facing students in North Dakota?</b>
<b>4. Please list any school and/or community activities in which you participate.</b>
<b>5. Have you included a Cover Letter, signed letter of recommendation from an adult non-family member; parent or legal guardian signature on the form; and a school principal/teacher or counselor signature on the form?</b>
<input type="checkbox"/> Yes <input type="checkbox"/> No
<b>6. I understand if I am selected as a member of the 2016-2017 State Superintendent's Student Cabinet, I will be expected to attend all meetings held throughout the term of the Cabinet in which I'm apply. I will also be expected to provide my own transportation to the meeting destinations. Selected members will be reimbursed for travel expenses to attend scheduled meetings.</b>  <input type="checkbox"/> Yes <input type="checkbox"/> No

## Signatures

<b>Student Printed Name</b>	
<b>Student Signature</b> ✓	<b>Date Signed</b>
<b>Parent/Legal Guardian Printed Name</b>	
<b>Parent/Legal Guardian Signature</b> ✓	<b>Date Signed</b>
<b>Second Parent/Legal Guardian Printed Name (if necessary)</b>	
<b>Second Parent/Legal Guardian Signature</b> ✓	<b>Date Signed</b>
<b>Principal/Teacher/Counselor Printed Name and Title</b>	
<b>Principal/Teacher/Counselor Signature</b>	<b>Date Signed</b>



Department of Public Instruction  
Kirsten Baesler, State Superintendent  
600 E Blvd. Ave., Dept. 201  
Bismarck, ND 58505-0440

## State Superintendent's Student Cabinet 20126-2017

EMERGENCY CONTACT INFORMATION	
Cabinet Member Name (Please print all clearly.)	Home Address
Student Email Address	Telephone Number
Parent/Legal Guardian Name	Parent/Legal Guardian Name
Telephone Number	Telephone Number
Parent/Legal Guardian Email Address	Parent/Legal Guardian Email Address
Any Allergies or Medical Conditions? ____ Yes    ____ No	If Yes, Please Explain
IN CASE OF AN EMERGENCY CONTACT	
Primary Emergency Contact Name	Relationship
Primary Emergency Contact Telephone Number	Primary Emergency Contact Cell Number
Secondary Emergency Contact Name	Relationship
Secondary Emergency Contact Telephone Number	Secondary Emergency Contact Cell Number
AUTHORIZATION	
I release the North Dakota Department of Public Instruction and individuals from liability in case of accident during activities related to the State Superintendent's Student Cabinet, as long as normal safety procedures have been taken.	
Printed Name of Parent/Legal Guardian Signature	
Signature of Parent/Legal Guardian ✓	Date Signed
Printed Name of Second Parent/Legal Guardian Signature (if necessary)	
Signature of Parent/Legal Guardian ✓	Date Signed



Department of Public Instruction  
Kirsten Baesler, State Superintendent  
600 E Blvd. Ave., Dept. 201  
Bismarck, ND 58505-0440

## **MEDIA RELEASE**

---

### **STUDENT INFORMATION FORM**

*Please fill out this Form Clearly and Completely. Email completed form to [ctollefson@nd.gov](mailto:ctollefson@nd.gov) or Fax Completed Form to 701-328-2461.*

***Please Type or Print Clearly***

---

Name of Participating Student

---

Name of School/School District Student Attends

---

School Address

### **TO BE COMPLETED BY PARENT OR LEGAL GUARDIAN**

I/We understand that as part of our child's participation in the Superintendent's Student Cabinet, photos, videos and quotations may be taken for use in publications and reports about the program. We further understand that members of the news media invited to cover the program may take photos, videos and quotations. We grant permission to use such materials for the promotion of the program.

---

Signature of Parent/Legal Guardian

---

Date Signed

---

Signature of Parent/Legal Guardian

---

Date Signed



**State Superintendent's Student Cabinet for School Year 2016-2017**  
**No. 201-1000-0901-158**

**Evaluation Criteria**

**Maximum Points Possible is 60**  
*50 Points Minimum to Qualify*

**Applicant Name** \_\_\_\_\_

**Evaluator Printed Name** \_\_\_\_\_

**Evaluator Signature** \_\_\_\_\_ **Date of Evaluation** \_\_\_\_\_

Applications will be evaluated against responses received from the application form and other required criteria.

Point Value	Explanation
0	Did not answer the question.
1-5	Fair-Good. Limited or some applicability.
6-10	Very Good – Excellent. Substantial or excellent applicability.

1. Was the response to why the student wanted to be on the State Superintendent's Student Cabinet clear and complete?

**Comment:** \_\_\_\_\_

**Points Awarded for #1** \_\_\_\_\_

2. Did the student provide a statement of their personal characteristics they felt would benefit the Cabinet?

**Comment:** \_\_\_\_\_

**Points Awarded for #2** \_\_\_\_\_

3. Did the student express their belief for the biggest issue facing students in North Dakota clearly and completely?

**Comment:** \_\_\_\_\_

**Points Awarded for #3** \_\_\_\_\_

4. Does the student participate in any school and/or community activities?

**Comment:** \_\_\_\_\_

**Points Awarded for #4** \_\_\_\_\_

**5. Did student submit the required cover letter with the Application?**

**Comment:** \_\_\_\_\_

**Points Awarded for #5** \_\_\_\_\_

**6. Was there a letter of recommendation from an adult non-family member?**

**Comment:** \_\_\_\_\_

**Points Awarded for #6** \_\_\_\_\_

**TOTAL POINTS AWARDED** \_\_\_\_\_

**(60 Maximum Points)**

**(50 Points Minimum to qualify)**





**Scope of Service**

Parent/legal guardian agrees to allow their child, (name), to participate on the State Superintendent's Student Cabinet for a period of 18 months beginning in October 2016. Meetings will be held in Bismarck or some other location (will be determined at a later date) and parent/legal guardian is required to transport their child from home to the state Capitol in Bismarck and return.

This Agreement and Addendum is entered into by the Contractor and the Department of Public Instruction as specified above. The Contractor agrees to implement the tasks delineated in the Contract and will comply with all referenced terms and conditions of the Contract and Addendum.

**Special Note:** Reimbursement claims for services provided in June of any year must be submitted by July 15th.

9

**ADDENDUM TO PROFESSIONAL SERVICE AGREEMENT  
ISSUED BY THE  
DEPARTMENT OF PUBLIC INSTRUCTION (STATE)**

**TO**  
**Contractor Name**

1. **Merger and Modification, Conflict in Documents:** This Agreement including the following documents, constitutes the entire agreement between the parties. There are no understandings, agreements, or representations, oral or written, not specified within this Agreement. This Agreement may not be modified, supplemented or amended, in any manner, except by written agreement signed by both parties.

2. **Assignment and Subcontracts:** Contractor may not assign or otherwise transfer or delegate any right or duty without STATE'S express written consent. CONTRACTOR has no authority to contract for or incur obligations on behalf of STATE. Subcontractors are not allowed.

3. **Indemnification:**

The State and Contractor each agrees to assume its own liability for any and all claims of any nature including all costs, expenses and attorneys' fees which may in any manner result from or arise out of this agreement.

4. **Insurance:**

Contractor shall secure and keep in force during the term of this agreement, from insurance companies, government self-insurance pools or government self-retention funds, authorized to do business in North Dakota, the following insurance coverages:

1. Automobile liability, including Owned (if any), Hired, and Non-Owned automobiles, with minimum liability limits of \$250,000 per person and \$500,000 per occurrence.
2. Workers Compensation coverage meeting all statutory requirements. In the event Contractor does not secure workers compensation coverage for activities under this agreement, Contractor agrees to waive, release, and hold the State harmless from any and all claims for injuries arising out of or in furtherance of Contractor's activities under this agreement.

The insurance coverages listed above must meet the following additional requirements:

1. Any deductible or self-insured retention amount or other similar obligation under the policies shall be the sole responsibility of the Contractor. The amount of any deductible or self retention is subject to approval by the State.
2. This insurance may be in policy or policies of insurance, primary and excess, including the so-called umbrella or catastrophe form and must be placed with insurers rated "A-" or better by A.M. Best Company, Inc., provided any excess policy follows form for coverage. Less than an "A-" rating must be approved by the State.
3. The insurance required in this agreement, through a policy or endorsement, shall include a provision that the policy and endorsements may not be canceled or modified without thirty (30) days' prior written notice to the undersigned State representative.
4. The Contractor shall furnish a certificate of insurance to the undersigned State representative prior to commencement of this agreement.
5. Failure to provide insurance as required in this agreement is a material breach of contract entitling State to terminate this agreement immediately.

5. **Termination**

a. **Termination by Mutual Agreement**

This Agreement may be terminated by mutual consent of both parties executed in writing.

b. **Early Termination in the Public Interest**

STATE is entering into this Contract for the purpose of carrying out the public policy of the State of North Dakota, as determined by its Governor, Legislative Assembly and Courts. If this Contract ceases to further the public policy

of the State of North Dakota, STATE, in its sole discretion, by written notice to CONTRACTOR, may terminate this Contract in whole or in part.

**c. Termination for Lack of Funding or Authority**

STATE by written notice to Contractor, may terminate the whole or any part of this Agreement under any of the following conditions:

1. If funding from federal, state, or other sources is not obtained and continued at levels sufficient to allow for purchase of the services or supplies in the indicated quantities or term.
2. If federal or state laws or rules are modified or interpreted in a way that the services are no longer allowable or appropriate for purchase under this Agreement or are no longer eligible for the funding proposed for payments authorized by this Agreement.
3. If any license, permit, or certificate required by law or rule, or by the terms of this Agreement, is for any reason denied, revoked, suspended, or not renewed.

Termination of this Agreement under this subsection is without prejudice to any obligations or liabilities of either party already accrued prior to termination.

**b. Termination for Cause**

STATE may terminate this Agreement effective upon delivery of written notice to Contractor, or any later date stated in the notice:

1. If Contractor fails to provide services required by this Agreement within the time specified or any extension agreed to by STATE; **or**
2. If Contractor fails to perform any of the other provisions of this Agreement, or so fails to pursue the work as to endanger performance of this Agreement in accordance with its terms.

The rights and remedies of STATE provided in this subsection are not exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

6. **State Audit:** All records, regardless of physical form, and the accounting practices and procedures of Contractor relevant to this Agreement are subject to examination by the North Dakota State Auditor, the Auditor's designee, or Federal auditors. Contractor shall maintain all of these records for at least three (3) years following completion of this Agreement and be able to provide them at any reasonable time. STATE, State Auditor, or Auditor's designee shall provide reasonable notice.
7. **Nondiscrimination and Compliance with Laws:** CONTRACTOR agrees to comply with all laws, rules, and policies, including those relating to nondiscrimination, accessibility and civil rights. CONTRACTOR agrees to timely file all required reports, make required payroll deductions, and timely pay all taxes and premiums owed, including sales and use taxes and unemployment compensation and workers' compensation premiums. Contractor shall have and keep current at all times during the term of this Contract all licenses and permits required by law.
8. **Notice:** All notices or other communications required under this Contract must be given by certified mail and are complete on the date mailed when addressed to the parties at the following addresses:
- |  |           |  |
|--|-----------|--|
| <b>Contractor Name/Address<br/>Email &amp; Phone No.</b> | <b>OR</b> | Department of Public Instruction<br>600 E Blvd. Ave., Dept. 201<br>Bismarck, ND 58505-0440 |
|--|-----------|--|
9. **Applicable Law and Venue:** This Agreement is governed by and construed in accordance with the laws of the State of North Dakota. Any action to enforce this Agreement must be adjudicated exclusively in the state District Court of Burleigh County, North Dakota. Each party consents to the exclusive jurisdiction of such court and waives any claim of lack of jurisdiction or forum non conveniens.
10. **Compliance with Public Records Law:** Contractor understands that, except for disclosures prohibited in this Agreement, STATE must disclose to the public upon request any records it receives from Contractor. Contractor further understands that any records obtained or generated by Contractor under this Agreement, except for records that are

confidential under this Agreement, may, under certain circumstances, be open to the public upon request under the North Dakota public records law. Contractor agrees to contact STATE immediately upon receiving a request for information under the public records law and to comply with STATE's instructions on how to respond to the request.

**11. Debarment**

Contractor certifies that neither the contractor nor their principals are presently debarred, declared ineligible or voluntarily excluded from participation in transactions with the State or Federal Government by any Department or Agency of the Federal Government. This part of the Grantee assurances is in accordance with Executive Order 12549 and 12689.

**12. Conflict Of Interest**

CONTRACTOR assures no Federal funds from the contract will be paid by or on behalf of the undersigned to any person for influencing or attempting to influence an officer or employee of any department, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.

If any grant funds other than Federal funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any department, Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress in connection with the Federal contract, grant, loan or cooperative agreement, the Contractor will complete and submit Standard Form LLL, "Disclosure form to Report Lobbying," in accordance with its instructions.

The Contractor will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.

**13. Spoliation – Preservation of Evidence**

Contractor shall promptly notify STATE of all potential claims that arise or result from this Agreement. Contractor shall also take all reasonable steps to preserve all physical evidence and information that may be relevant to the circumstances surrounding a potential claim, while maintaining public safety, and grants to STATE the opportunity to review and inspect the evidence, including the scene of an accident.

**North Dakota Department of Public Instruction**  
**State Travel Reimbursement Policy for Non-employees**  
Effective January 1, 2016

Travel reimbursement will be made according to ND OMB Policies 502-516 as outlined below. Payment for travel expenses that exceed the agreed upon budget must be approved by State's project manager.

**Per Diem (Meal Allowance):**

A contractor shall be reimbursed per diem for meals paid by the contractor while traveling at the request of the State, up to the allowable rates established below (meal receipts are not required.) A contractor will not be reimbursed for the first quarter if travel began after 7:00 a.m. In order to claim expenses for the second and third quarters, the contractor must have been in travel status one hour before the start of the quarter being claimed, and travel status must extend at least one hour into the quarter being claimed. No meals are reimbursed if total travel status is less than 4 hours. Meals in the city of residence/employment and meals provided by a conference are not reimbursable.

Per Diem for travel within North Dakota	Per Diem for travel outside of North Dakota
The maximum meal allowance for each quarter: \$ 7.00 1 <sup>st</sup> Qtr. 6:00 am to 12:00 pm (20%) \$10.50 2 <sup>nd</sup> Qtr., 12:00 pm to 6:00 pm (30%) \$17.50 3 <sup>rd</sup> Qtr. 6:00 pm to 12:00 am (50%) <b>\$35.00</b> Maximum per day reimbursement for meals	GSA meal allowance rates for city of destination: <a href="http://www.gsa.gov/portal/category/100120">http://www.gsa.gov/portal/category/100120</a> . Same quarterly breakdown as in-state allowance.

**Lodging:**

Copies of itemized lodging receipts are required. State will not reimburse incidental expenses (e.g. movies, phone, etc.), however, applicable taxes are reimbursed. Travelers need to exercise diligence in securing hotel rooms at the best possible rate.

In-State Lodging	Out-of-State Lodging
Lodging costs should follow the same rates as State employees whenever possible (\$80.10 plus applicable taxes). See State rate exceptions below.	Lodging costs are reimbursed at actual costs.

**Exception:** Amounts shown below are 90% of the published GSA rates, and the maximum reimbursable rate that can be claimed, plus applicable state and local taxes. Rates are dependent upon location of stay.

City	Counties	2016								
		Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep
All other	All other	80.10	80.10	80.10	80.10	80.10	80.10	80.10	80.10	80.10
Dickinson/ Beulah	Stark, Mercer, Billings	108.00	108.00	108.00	108.00	108.00	108.00	108.00	108.00	108.00
Minot	Ward	81.90	81.90	81.90	81.90	81.90	81.90	81.90	81.90	81.90
Williston	Williams, Mountrail, McKenzie	131.40	131.40	131.40	131.40	131.40	131.40	131.40	131.40	131.40

**Transportation:**

- ❖ In-state mileage for personal car use is reimbursed at \$.54 per mile.
- ❖ Reimbursements for airline ticket or other travel must be specified in the contract. Contractor will be reimbursed for coach class tickets and must exercise diligence in securing the best possible rates. Receipts showing flight itinerary are required.
- ❖ Luggage fee will be reimbursed only for the first piece of checked luggage unless specified in the contract.
- ❖ **Car rental is not an allowable expense.**

**Misc.:**

- ❖ All allowable travel expenses (other than meal per diem) greater than \$10 must be documented with itemized receipts (luggage, taxi etc.)
- ❖ Tips/gratuities will not be reimbursed.
- ❖ Parking fees at a motel/hotel or an airport require a receipt and will only be reimbursed for overnight travel.
- ❖ Contractors are requested to submit reimbursement claims within 30 days of travel. Due to year-end accounting requirements, June travel expenses must be submitted to NDDPI no later than July 14th of any year.
- ❖ Contractors submit reimbursement claims on State form # SFN 9007; include dates of travel and, if claiming per diem, include time of departure from home (office) and time of return to home (office).